

EXHIBIT "A"

**LATIGO, UNIT #1, PROPERTY OWNERS ASSOCIATION
RESTATED FINE POLICY**

This Restated Fine Policy ("Restated Fine Policy") of LATIGO, UNIT #1, PROPERTY OWNERS ASSOCIATION (the "Association"), was duly adopted on the 16 day of DECEMBER, 2025, setting forth certain policies of the Association in connection with the management of the Association and the property known as Latigo Ranch Subdivision ("Latigo Ranch") subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Latigo Ranch Subdivision, recorded in Volume 1146, Page 324 *et seq.* of the Official Public Records of Bandera County, Texas, and all amendments, annexations, supplements and restatements hereto ("Declaration"); the Restated Bylaws of the Association, recorded in Volume 1146, Page 357 *et seq.* of the Official Public Records of Bandera County, Texas, and all amendments and restatements thereto ("Bylaws"); and all and all policies, rules and regulations, if any, duly adopted by the Association from time to time (collectively, "Governing Documents").

This Restated Fine Policy is adopted pursuant to the powers granted to the Association by the Governing Documents enabling the Association to adopt policies, such as a fine policy and a suspension of privileges policy, for owners ("Owners"), as needed to aid in the enforcement of the terms of the Governing Documents. Any previously adopted policies or other Governing Documents setting forth requirements for the imposition of fines or the suspension of privileges by the Association for violations of the Governing Documents, including that Fine Policy recorded in Volume 1146, Page 348 *et seq.* of the Official Public Records of Bandera County, Texas, are of no further force or effect.

The adoption of this Restated Fine Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all governing documents in the real property records of each county in which the property to which the governing documents relate is located. This Restated Fine Policy shall become effective as of the date the Fine Policy is filed in the Official Public Records of Bandera County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. Violation Policy and Penalty. Violation of any of the Governing Documents, as defined herein, as amended from time to time, and any policies, rules, and regulations, if any, which may be adopted from time to time by an individual Owner, resident, or tenant shall result in the following actions and penalties:

A. Curable Violations:

For violations that are not a threat to public health or safety of an ordinary person, a warning will be issued in writing to the Owner and the violating resident or tenant, if known. The warning, which may be in the form of either a ticket, if applicable, or a letter, shall advise the Owner of the violation and the action required to cure the violation by a specified date, which shall not be less than ten (10) days from the date of the notice, determined by the Board of Directors or the Association's Architectural Review Authority ("ARA"), as defined by TEX. PROP. CODE § 209.00505 (also known as the Architectural Review Committee), as applicable, in their sole discretion. Additionally, depending on the severity of the violation, the Association may elect to notify parents for violations by minors, suspend Owners' privileges, notify law enforcement, tow vehicles from private streets, if applicable, and/or common areas, file criminal charges, seek civil penalties, assess fines, if permitted by the Association's Governing Documents, or pursue other

remedies the Association deems appropriate. If the violation is not cured by the specified cure date contained in the first notice, a second notice requesting compliance within ten (10) days of the date of the notice or by a specified date determined by the Board of Directors or the ARA, as applicable, will be issued to the Owner in writing.

If the Owner fails to cure the violation as required by the date specified in the notice(s), the Association shall provide the Owner the statutory notice required under the Texas Residential Property Owners Protection Act, TEX. PROP. CODE § 209.006, as it may be amended from time-to-time. The statutory notice shall inform the Owner of Owner's right to cure the violation and avoid the fine or suspension of privileges. After the Owner has had a reasonable opportunity to cure and the Owner fails to do so, the Owner shall be fined in accordance with the terms herein commencing on the date of the due date contained in the statutory notice. The Owner shall be advised of Owner's right to a hearing under TEX. PROP. CODE § 209.007, as well as special rights or relief Owner may have under federal law if the Owner is serving on active military duty.

If the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months and commits another similar violation within the six (6) month period, the Association will provide the Owner a ten (10) day notice to cure the violation and should the Owner fail to do so, the Association may immediately assess a fine.

For the purposes herein, a violation is considered curable if the violation is a continuous action which can be remedied by affirmative action on the part of the violator. Examples of acts considered curable for purposes herein include, but are not limited to:

- a parking violation;
- a maintenance violation;
- failure to maintain landscaping;
- failure to abide by adopted policies;
- ongoing lighting or noise nuisance;
- the failure to construct improvements or modifications in accordance with the approved plans and specifications; and
- an ongoing noise violation such as a barking dog or loud or offensive music.

B. Uncurable Violation: For an uncurable violation, the Association shall not provide an Owner an opportunity to cure the violation before assessing a fine. If a fine is assessed by the Association, the Association shall provide notice to the Owner of the basis for the assessment of the fine, the fine amount, and the right to a hearing under TEX. PROP. CODE § 209.007.

For the purposes herein, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. In such cases, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. Examples of acts considered uncurable for purposes herein include, but are not limited to:

- shooting fireworks;
- an act constituting a threat to health or safety;
- a noise violation that is not ongoing;
- the failure to obtain architectural approval before the commencement of work; and
- Common Area damage.

Notwithstanding the foregoing, the Association reserves the right to seek injunctive relief at any time, regardless of the provisions herein requiring notice for violations if the violation: constitutes a material danger to persons or property, will cause irreparable harm to persons or property, or is a nuisance as determined by the Association in its absolute sole discretion.

For the purposes herein, if distinctly different, multiple violations shall be separate violations for purposes of assessments of fines. If multiple violations occur on an Owner's Lot or Property, the calculation of the number of violations that have occurred shall be based on the number of violations per address and not by each individual residing or visiting at such address.

C. Assessment of Fines: Owners shall be subject to the fines set forth in Exhibit "1" attached hereto, if the Owner fails to cure the initial violation after being sent the required statutory notice or for any subsequent similar violations. The terms and procedures set forth in this Fine Policy are an outline of the actions of the Association and/or its management company for the enforcement of the covenants, conditions, restrictions, policies and rules contained in the Governing Documents; provided however, the Association and/or its management company is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Texas Property Code. Compliance with the terms and procedures in every enforcement action is not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Texas Property Code. As permitted by TEX. PROP. CODE § 209.006, the Board reserves the authority to levy a fine from the attached schedules of fines that may vary on a case-by-case basis depending on the facts, circumstances, and the severity of the violation. The Board of Directors, at its sole discretion, may increase or decrease the fines depending on relevant facts and history, for example, number of prior violations, severity of violations, multiple simultaneous violations, length of time to cure, cooperation of Owner, or any other applicable information.

2. Penalties Responsibility of Owner. All fines will be assessed to the Owner's account and will be payable to the Association within thirty (30) days of the date of billing. Fines shall be limited to a maximum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for each six (6) month period commencing as of the date of the discovery of the first violation which initiates the assessment of a fine for a specific violation. The limitations shall be exclusive of attorney's fees and costs incurred by the Association for enforcement.

3. Attorney's Fees. If the Association is compelled to retain an attorney for the collection of fines or the enforcement of the Governing Documents, the Owner shall be charged with all attorney's fees, costs, and expenses subject to the limitations of the Texas Residential Property Owners Protection Act, TEX. PROP. CODE § 209.006 and § 209.008, as it may be amended from time to time.

4. Non-Exclusive Remedies. The imposition of the monetary penalties provided herein shall not be construed as an exclusive remedy, and shall be in addition to all other rights and remedies to which the Association may otherwise be entitled including, without limitation: the filing of an Affidavit of Non-Compliance in the Official Public Records of Bandera County, Texas; towing, if applicable; suspension of Owner's privileges; and/or, the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the Association may be entitled.

5. Violation by Resident, Tenant, or Agent. A violation by a resident, tenant, guest, or agent of the Owner shall be treated as a violation by the Owner of the Property. All monetary penalties shall be billed to the Owner.

6. Right to Hearing. An Owner that has received a statutory notice of a violation in accordance with TEX. PROP. CODE § 209.006 has a right, pursuant to TEX. PROP. CODE § 209.007, to request a hearing before the Board of Directors to discuss and verify facts and resolve matters in issue related to the violation, provided the Owner is entitled to an opportunity to cure the violation as provided for in TEX. PROP. CODE § 209.006(b)(2)(A). The right of an Owner to request a hearing to discuss a violation of the Governing Documents does not apply if:

- i. the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a lawsuit that includes foreclosure as a cause of action; or
- ii. the temporary suspension of an Owner's right to use common area is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

7. Appeal Process. The process of appeal for Owners entitled to a hearing as stated in Section 6 above shall be:

- i. On or before the thirtieth (30th) day after the date written notice of the violation is mailed to the Owner in accordance with TEX. PROP. CODE § 209.006, Owner shall submit a written request to the Association for a hearing. All requests for a hearing must be mailed, hand delivered, or electronically delivered to the Association's address on the most recently filed management certificate. The Owner should verify receipt by Association if no response is received within a reasonable timeframe.
- ii. The Board of Directors shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request for hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing.
- iii. If the Owner is to be represented by legal counsel, Owner shall provide written notice of being represented not less than ten (10) days prior to the date of the hearing.
- iv. Not later than ten (10) days before the Association holds a hearing for an enforcement action related to a violation of the Governing Documents, the Association shall provide the Owner with an "evidence" packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. The evidence packet shall be provided by mail, hand delivery or electronic delivery. If the Association does not provide an evidence packet within the described timeframe, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.
- v. The Board or Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties.
- vi. The hearing permitted herein shall be a Closed Session Hearing restricted to the Owner and/or Owner's designated representative making the appeal and the members of the Board of Directors to conduct the hearing.

- vii. If either party intends to make an audio recording of the hearing, notice of such intent shall be provided to the other party prior to the commencement of the hearing.
- viii. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
- ix. The Board of Directors shall issue its written decision on the Owner's appeal within fifteen (15) days of conducting the hearing. The written decision shall include the final decision and any further curative action to be taken by Owner, if any.

Miscellaneous

This Fine Policy is in addition to, and not in substitution of, all other rules, regulations, and provisions of the Association's Governing Documents, as amended, all of which remain in full force and effect unless in conflict with the terms contained herein and in which case, the Declaration and/or the Bylaws, as applicable, shall control unless in conflict with the TEX. PROP. CODE Chapter 209 and/or other city, state, or federal laws, rules, or regulations.

Any failure of the Association to seek enforcement of deed restrictions or policies, if any, shall not be deemed a waiver of the rights of the Association to seek enforcement or compliance at any time thereafter. The Association shall have the discretion to vary the Fine Policy contained herein as a result of the particular circumstances as may exist from time to time.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Restated Fine Policy was duly approved and adopted by the Board of Directors of LATIGO, UNIT #1, PROPERTY OWNERS ASSOCIATION, on the 16 day of DECEMBER, 2025, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Restated Fine Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Latigo Ranch, a subdivision located in Bandera County, Texas, as hereinabove described.

Signed this 16th day of DECEMBER, 2025.

LATIGO, UNIT #1, PROPERTY OWNERS ASSOCIATION

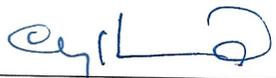
By: 
 Name: CLAY HAVERLAND
 Title: VICE PRESIDENT

Exhibit "1"

FINE SCHEDULE

Violation Types:

Architectural:	Fine Amount	
	Initial / Continuing	Non-Continuing/Uncurable Each Occurrence
Failure to submit application for Improvement prior to commencement of work	N/A	\$500.00/Submit Application
Failure to construct Improvement according to submittal	N/A	\$500.00/Cure Violation
Failure to complete exterior construction within 9 months of commencement date of any approved Improvement (Declaration Section 3.1B)	\$100.00/\$100.00 per inspection	N/A
Failure to complete driveway surfacing (Declaration Section 3.23)	N/A	\$500.00/Cure Violation
Building Setback Violation	N/A	\$250.00/Cure Violation
Use of Temporary Structures Violation	\$100.00/\$100.00 per inspection	N/A
Antennas Violation	\$100.00/\$100.00 per inspection	N/A
Failure to comply with Rainwater Recovery System Policy	\$100.00/\$100.00 per inspection	N/A
Failure to comply with Flag Display Policy	\$100.00/\$100.00 per inspection	N/A
Garbage and Trash Disposal Violation (Declaration Section 3.8)	\$100.00/\$100.00 per inspection	N/A

Improvement Maintenance:	Fine Amount	
	Initial / Continuing	Non-Continuing/Uncurable Each Occurrence
Tract Maintenance Violation for abandoned, junked motor vehicles, dilapidated structure or buildings (Declaration Section 3.10)	\$100.00/\$100.00 per inspection	N/A

Lot Maintenance:	Fine Amount	
	Initial / Continuing	Non-Continuing/Uncurable Each Occurrence
Failure to maintain the yards (Declaration Section 3.10)	\$100.00/\$100.00 per inspection	N/A
Signage Violation	\$100.00/\$100.00 per inspection	N/A

Fireworks and Firearms:	Fine Amount	
	Initial / Continuing	Non-Continuing/Uncurable Each Occurrence
Discharging Fireworks	N/A	\$100.00/\$200.00/\$300.00
Unlawful discharge of firearm	N/A	\$100.00/\$200.00/\$300.00

Miscellaneous:	Fine Amount	
	Initial / Continuing	Non-Continuing/Uncurable Each Occurrence
Parking Policy Violation	\$100.00/\$100.00 per inspection	N/A
Vehicle and Recreational Violation (Declaration Section 3.8)	\$100.00/\$100.00 per inspection	N/A
Other Vehicle Violation	\$100.00/\$100.00 per inspection	N/A
Animal Violation (Declaration Section 3.12)	\$100.00/\$100.00 per occurrence	\$100.00/Cure Violation
Light Pollution Violation (Declaration Section 3.18)	\$100.00/\$100.00 per inspection	N/A
Noise Violation (Declaration Section 3.19)	\$100.00/\$100.00 per occurrence	\$250.00/Cure Violation
Offensive Activities Violation	\$100.00/\$100.00 per occurrence	N/A
Common Area Violation	N/A	\$250.00/Cure Violation
Act constituting a threat to health and safety	N/A	\$500.00 to \$1,000.00 Discretion of Board depending on severity
Property damage to Common Area	N/A	\$500.00/Reimbursement of damages/costs of repair
Operating prohibited business from residence	\$350.00/\$200.00 per day	N/A
Short-Term Rental Violation of Declaration Section 3.1	\$250.00/\$100.00 per day	N/A

Uncategorized Violations:	Fine Amount	
	Initial / Continuing	Non-Continuing/Uncurable Each Occurrence
For violations not referenced in the above categories, the Board of Directors shall levy a reasonable fine of not more than Two Hundred and Fifty and No/100 Dollars (\$250.00) per violation based on the severity of the violation and the Owners' violation history. For continuing violations, the fines assessed shall be \$100.00 for initial fine and \$100.00 per inspection thereafter until cured.	\$100.00/\$100.00 per inspection	\$250.00

* Non-Continuing violation fine amounts reflect the first, second, third and continuing subsequent violations within six (6) months of a similar violation for which a statutory notice was provided.

** Fines shall be levied commencing as of the cure date required by the TEX. PROP. CODE §209.006 notice if violation is not cured.

*** Inspections shall occur not more than once per week and once fines commence for a violation, an additional fine shall be levied on each inspection date if the violation is not cured.

Filed for Record in:
Bandera County
On: Jan 07, 2026 at 11:02A
As a
Recording
Document Number: 00272952
Amount 65.00
Receipt Number - 185622
By:
Elizabeth Morgan

Hand Delivered To:
Clayton Haverland

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the official records of Bandera County as stamped hereon by me.

Jan 07, 2026

AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS §
 §
 COUNTY OF BANDERA §

BEFORE ME, the undersigned authority, on this day personally appeared CLAY HAVERLAND, who, being by me duly sworn according to law, stated the following under oath:

“My name is CLAY HAVERLAND. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Vice President and Treasurer of Latigo, Unit #1, Property Owners Association, a Texas nonprofit corporation (the “Association”). The Association is self-managed and I am the custodian of the records for the Association. I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a property owners’ association as that term is defined in *TEX. PROP. CODE § 202.001*. The Association’s jurisdiction includes, but may not be limited to, the property in Bandera, County, Texas, and described as:

That certain subdivision known as Latigo Ranch Subdivision, being the property identified and referenced in the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Latigo Ranch Subdivision, recorded in Volume 1146, Page 324 *et seq.* of the Official Public Records of Bandera County, Texas, and all amendments, annexations, supplements and restatements hereto (“Declaration”); the Restated Bylaws of the Association, recorded in Volume 1146, Pag 357 *et seq.* of the Official Public Records of Bandera County, Texas, and all amendments and restatements thereto (“Bylaws”).

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Latigo, Unit #1, Property Owners Association
 Resolution Adopting Restated Fine Policy*

The documents attached hereto are subject to being supplemented, amended, or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Clay Haverland
 Latigo, Unit #1, Property Owners Association
 10655 State Highway 46
 Pipe Creek, Texas 78063
 Email: Latigo_Ranch@yahoo.com

